

# **EXHIBIT 2**

## **Publishing contract**

Between

**the Episcopal Seminary St. Willibald Eichstätt**  
**represented by the Reverend Regens Dr. Josef Gehr**  
- hereinafter referred to as the "rights holder" -

and

**the publishing house nova & vetera eK, Bataverweg 21, 53117 Bonn,**  
**owner Mr. Benedikt Trost**  
- hereinafter referred to as the "Publisher" -

**the following contract is concluded:**

### **§ 1 Subject matter**

The subject of this contract is the work of the Eichstätt priest and professor Dr. Ludwig Ott, who died on August 25, 1985, entitled

"Grundriß der Katholischen Dogmatik".  
10th edition. Herder, Freiburg im Breisgau 1981.

### **§ 2 Principles and purpose**

The Episcopal Seminary of St. Willibald Eichstätt is the rights holder of the entire estate, including all rights to Professor Ott's work.

The aim of this contract is to make Professor Ott's main work permanently accessible to all interested parties in research and teaching as well as theological training and further education. The parties agree that this can only be guaranteed in the long term if the work is supplemented or continued in the spirit of Professor Ott.

However, the contracting parties feel particularly committed to the spirit and character of the work and are therefore firmly convinced that any addition to or adaptation of the work, in whatever form, can and may only be made in the spirit of the deceased himself.

For this reason, an adaptation of the work may only take place if the rights holder has previously agreed in writing to the selection of the person to adapt the work. If such consent is not given, the publisher is not entitled to print a modified version.

### **§ 3 Principal right**

The copyright holder is the sole owner of all rights to the work. He transfers to the publisher the sole and unrestricted right to reproduce and distribute (right of use) the work for all editions, issues and reprints.

The publisher undertakes to publish the work. A first edition shall be published as soon as possible, but no later than 18 (eighteen) months after conclusion of the contract.

Should the work no longer be available, the rights holder is entitled to request the publisher in writing to organize a new edition. If the publisher does not comply with this request within 18 months, all rights shall revert to the rights holder and this contract shall become null and void.

### **§ 4 Ancillary rights**

For the purpose of the best possible exploitation of the work or parts thereof, the rights holder also grants the publisher the following exclusive ancillary rights, also individually:

- a) The right of partial reprinting in the publisher's own or third-party journals, newspapers, advertising publications and collective works;
- b) the right to record complete or partial versions of the work in machine-readable, in particular electronic form;
- c) the right to duplicate, process, reproduce the work in whole or in part on audio and/or third-party media (e.g. audio tapes or cassettes, video disks, CD-ROMs and comparable technologies);
- d) the right to other reproduction and distribution, in particular by photomechanical or similar processes (e.g. photocopying, digital copying, Braille);
- e) the right to grant licenses to exercise the right of use and ancillary rights.

The publisher shall inform the rights holder in good time if he wishes to make use of an ancillary right himself or grant a license to a third party to exercise it. The exercise of ancillary rights is also subject to the condition that the work may not be modified under any circumstances. The publisher shall exercise the ancillary rights at its own discretion.

With regard to the right of translation into other languages or the handling of earlier translations, the same principles apply (no modification of the work, editing only after prior approval of the choice of the person of the editor by the rights holder) as for the original edition. The publisher undertakes - like an agency - to check any inquiries, conduct correspondence and prepare corresponding contracts. However, the final decision on a foreign-language license is always the responsibility of the rights holder; no license may be granted without the written consent of the rights holder.

### **§ 5 Obligation to reproduce, layout and price**

The publisher undertakes to reproduce and distribute the work and to promote sales of the work in an appropriate manner. The design of all advertising material is the responsibility of the publisher. The layout of the work, the determination of the number of copies, the setting and any changes to the retail price are the responsibility of the publisher, who will take appropriate account of the suggestions of the rights holder.

A first edition should be published as soon as possible, but at the latest after 18 months.

### **§ 6 Printing costs and free copies**

The work shall be produced at the publisher's expense. There is no financial participation of the rights holder in the production or in the subsequent sales proceeds; there are no financial obligations of the rights holder at all.

The rights holder receives five copies of the first edition. In future, the rights holder will receive ten copies of modified new editions and two copies of unmodified new editions.

In addition, the rights holder is entitled to purchase copies at an author's discount (35%) for non-commercial purposes. Resale below the statutory retail price is not permitted.

### **§ 7 Final provisions**

This contractual relationship is subject to the law of the Federal Republic of Germany. In addition, the provisions of German copyright and publishing law shall apply.

Amendments and additions to this contract must be made in writing, whereby an exchange of letters is sufficient. Verbal collateral agreements have not been made.

Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions of the contract. The parties undertake to replace ineffective provisions with new provisions that do justice to the provisions contained in the ineffective provisions in a legally permissible manner. The same applies to any loopholes in the contract. In order to rectify the loophole, the parties undertake to work in a way that comes closest to what the parties would have intended according to the meaning and purpose of the contract if the point had been considered by them.

Eichstätt, on 6 July 2004

Bonn, on 11 July 2004

Dr Josef Gehr  
Regent

Benedikt Trost  
Owner of the publishing house nova & vetera